



Standard Form of Agreement: DSL Service Description

MIBROADBAND PTY LTD
ABN 70 080 250 371

Contact engin

If you have any questions, you may contact us as follows:

By Telephone	<u>Customer Service</u> Trading Hours: Monday – Friday: 8 a.m. – 9 p.m. (AEST / AEDT) Saturday: 9 a.m. – 3 p.m. (AEST / AEDT) Contact Number: 1300 305 000
Non English Speaking Customers*	<u>Translating and Interpreting Service (TIS)</u> Contact Number: 131450
Communication, Speech or Hearing Impairments*	<u>National Relay Service</u> Contact Number: 133 677
Postal Contact	Customer Service Manager Locked Bag 1002 Frenchs Forest 2086
Fax	Contact Number: (02) 89855888
email	feedback@engin.com.au

* Non English speaking or communication impaired customers may contact engin with the assistance of an advocate whose only involvement would be to relay, interpret or translate.

If the arrangement is to be permanent, you may elect that your advocate be your Authorised Representative.

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About the SFOA: DSL Service Description

The *Standard Form of Agreement: DSL Service Description* sets out the terms and conditions of the Service, relating specifically to the DSL Service.

The *Standard Form of Agreement: General Terms* also applies to your use of the Service and where relevant shall prevail over the SFOA:DSL Service Description

The *Standard Form of Agreement: DSL Service Description* has been partitioned into 4 sections and an appendix:

Section One – The Service

Section Two – Billing and Charges

Section Three – Miscellanea

Section Four – Suspension or Termination of the Service

Appendix A – Tariffs and Plans

IMPORTANT: This agreement must be read in conjunction with the engin *Standard Form of Agreement: General Terms*, as well as all other relevant Service Descriptions such as the *Standard Form of Agreement: VoIP Service Description* or the *Standard Form of Agreement Landline Service Description*, where these products are taken in conjunction with the DSL Service.

Section One – The Service

You agree to acquire, and we agree to deliver the DSL Service, on the terms set out in this *Standard Form of Agreement: DSL Service Description*, the *Standard Form of Agreement: General Terms*, and any other terms and conditions, ancillary or necessary that are to be read in conjunction with this SFOA.

To the extent of any inconsistencies, the *Standard Form of Agreement: General Terms* shall prevail. To the extent of any inconsistencies between the relevant Service Descriptions, the *Standard Form of Agreement: DSL Service Description* shall prevail when contextualised, particularly with regard to matters relating to your DSL connection.

engin may not be able to exercise control and thus will not make any warranty regarding:

- your right or ability to use access or transmit any content using the Service
- the accuracy and completeness of content accessed or transmitted
- the consequences of you accessing or transmitting any content using the engin Service

You must be the legal lessee of the line you are connecting to the DSL service (or in the case of a rental property have permission from the property owner) and must be over 18 years of age to connect to the Service.

You agree that engin may modify or replace one or all of the features of the Service or provide additional features to those set out in this Service Description.

The Service Start Date is the date on which the Service is made available to you to use.

1.1 Description

The engin DSL Internet Service is a consumer grade residential Broadband service that provides a high-speed continuous connection to the Internet. It is not a service designed for application to business critical objectives. Connection to the service is only available at premises that have access to the engin network first determined by a Service Qualification (SQ) check and so may not include those residences with Cable Broadband access.

engin DSL may be provided in the form of Naked DSL and conventional ADSL2+ connections and is available subject to technical or geographical availability. Depending on your geographical location and the technical requirements associated with your line, you may be required to maintain your PSTN connection with your existing provider. Accordingly, you will have a PSTN connection with your existing carriage service provider, and a DSL Service will be provisioned by engin on the same ULL. You will be invoiced by engin for your DSL Service and your existing provider for your PSTN Service.

IMPORTANT: It is imperative that you not disconnect your existing PSTN Service once engin has provisioned a DSL Service on the same line. If you disconnect your PSTN Service, your DSL Service will also be disconnected. As a consequence, you will be liable for all costs associated with the disconnection of your DSL Service.

You will be advised whether you can subscribe to a Naked DSL Service, a regular ADSL 2+ Service or a DSL Service through Spectrum Sharing after your application has been qualified.

You will be provided with an IP Address that your DSL modem requires to connect to the Service. The IP address may only be used on our network and is our property. Any IP address issued cannot be ported.

You can request that we issue you with a static IP address, this will incur an additional monthly charge.

You acknowledge that we will issue you with one IP address per username but that we may be required to recover a static IP address previously issued to you as they are a limited resource allocated by the Asia Pacific Network Information Centre (APNIC). engin accepts no liability in relation to any loss, damage, costs or expenses suffered or incurred by you as a result of your reliance on an issued IP address.

Naked DSL

Naked DSL allows you to deactivate the PSTN Service on the ULL and utilise the ULL for an Internet connection only. Availability is limited by technical and geographical restrictions. You will be advised if you can purchase a Naked DSL Service once your request for an Service is qualified.

engin's Naked DSL Service has a theoretical maximum speed of 24000/1000 kbps, however it is unlikely that such speeds can be attained by the vast majority of our customers. Line speed is contingent on many factors not controlled by us, such as, but not limited to, the line condition, distance of your premises from the local exchange, or your choice of hardware.

ADSL 2 +

engin's ADSL 2+ Service involves a DSL connection as well as a PSTN connection provisioned on the same ULL.

engin's DSL 2+ Service has a theoretical maximum speed of 24000/1000 kbps, however it is unlikely that such speeds can be attained by the vast majority of our customers. Line speed is contingent on many factors not controlled by us, such as, but not limited to, the line condition, distance of your premises from the local exchange, or your choice of hardware.

ADSL 2 + (Spectrum Sharing)

In certain circumstances, where it is not technically feasible to provide a customer with ADSL 2+ with engin, engin may still be able to provide a DSL connection. In this scenario, you will be required to maintain your existing Landline connection, and cannot disconnect or port your Landline connection. In the event that the Landline connection is ported or disconnected, the engin DSL Service will be disconnected also, and you may be liable to pay a termination fee.

Availability is limited by technical and geographical restrictions. You will be advised if you can acquire the ADSL 2+ service once your application for a Service is qualified.

engin's ADSL 2+ Service has a theoretical maximum speed of 24000/1000 kbps, however it is unlikely that such speeds can be attained by the vast majority of our customers. Line speed is contingent on many factors not controlled by us, such as, but not limited to, the line condition, distance of your premises from the local exchange, or your choice of hardware.

ADSL 1 (Spectrum Sharing)

In circumstances where it is not technically feasible to provide you with a standard ADSL 2+ or Shared Spectrum ADSL2+ Service, we may still be able to provide an ADSL 1 connection. You will still need to maintain your existing PSTN connection, and cannot disconnect or port your PSTN connection. In the event that the PSTN connection is ported or disconnected, the engin DSL Service will be disconnected also, and you may be liable to pay a termination fee.

Availability is limited by technical and geographical restrictions. You will be advised if you can acquire the ADSL 1 service once your application for a Service is qualified.

engin's ADSL 1 Service has a theoretical maximum speed of 8000/256 kbps, however it is unlikely that such speeds can be attained by the vast majority of our customers. Line speed is contingent on many factors, such as, but not limited to the line condition, distance of your premises from the local exchange, or your choice of hardware and other factors.

1.2 Availability

engin cannot guarantee that the Service is available throughout Australia or when a Cable Broadband network is already established. Service availability is subject to geographical, financial and technical factors.

For technical or financial reasons, engin reserves the right not to supply you with the engin DSL Service. A preliminary Service Qualification will determine whether you can acquire a DSL Service from us.

The engin Network is not free from faults or interruptions. Coverage is dependent on the availability of a Broadband connection in any given area. The Service may be subject to congestion, "dropouts", latency, jitter and/or loss of data.

1.3 Included Usage

Any included usage with an engin DSL service or voice service attached to or associated with a DSL service expires at the end of each billing period. Unused data or calls cannot be carried over to another period.

1.4 Monitoring Services Installed on the Telephone Line

Where a Monitoring Service or other hard-wired telephony device is fitted on the telephone line used to deliver the engin DSL Service, you acknowledge that engin will not be held liable for faults or disruptions to the DSL Service or the Monitoring Service. Failure to install a central splitter and network termination device while operating a Monitoring Service, at your own expense, may result in interruptions or interferences in the DSL Service. Onus rests on you to advise the provider of your Monitoring Service of the changes that will be made once the engin DSL Service is provided to you. Examples of such services include Back to Base Alarms, 'Panic Alarms' and Surveillance equipment.

1.5 Service Provisioning

Provisioning of the engin DSL Service will take place once your order has been approved. Provisioning can take up to 21 business days to occur. During the provisioning process, a technician may be sent out to perform the cutover at the local exchange or Main Distribution Frame (MDF) contained in a Multiple Dwelling Unit. We will endeavour to activate the engin DSL Service within 24 hours of the 'cutover'; however events beyond our control may cause delays in activation.

A technician may need access to your residence and if such a scenario arises, for example if an active telephone line has not existed at your premises prior to your order being made, you will be contacted to arrange a convenient time for this to take place. It is essential that an English speaking adult be present if a technician needs access to the residence. The owner of the residence must approve and permit the technician accessing the residence. If you are not the owner of the residence, you are required to seek permission from the owner of the residence.

If you or an English-speaking adult is not available at the premises when the cutover appointment has been arranged to take place, the cutover will not proceed and you may be charged a Reschedule fee. In this event a new appointment will have to be arranged for the cutover to take place.

You acknowledge that you indemnify engin of all responsibility and liability regarding installations made during the provisioning process by third parties.

You acknowledge that the provision of the Service does not include the installation, maintenance or provision of cabling or equipment beyond the Service Delivery Point at your residence.

You acknowledge that engin may not activate the order within the timeframe specified. This will only occur for technical or operational reasons and will occur in a non – discriminatory manner.

You acknowledge that all local wiring at your premises is your responsibility. engin will not be held liable for faults within your premises. An accredited technician must fix any faults at your premises.

If you lodge a fault resolution ticket with engin, and we organise technical assistance through a third party technician, you acknowledge that any fees will be on charged to you in the event that the fault is within your premises or with your equipment or hardware.

1.6 Connecting as a New DSL Service

You must meet all of the minimum system requirements, have the approved and required equipment installed and be the account holder of the line used to connect the service.

We will activate the Service by preparing the telephone circuits on your access line. You are responsible for installing the service using the installation kit provided by engin. However, you warrant that you understand that failure to correctly install DSL line splitter/filters on each telephony device, or central filtering equipment can result in the service being interrupted and interfering with the operation of telephony devices and/or monitoring services.

1.7 Transferring to engin DSL from Another Provider

If you already have a DSL service from another service provider, we may be able to transfer you from that service provider to engin. If we are able to transfer you, you authorise us to act on your behalf.

You are responsible to that service provider for all charges incurred up to the date that you are transferred or contracted to and you are responsible for reviewing the terms and conditions of your agreement with that provider to determine what costs may be incurred by you when you transfer to engin.

We are not liable for any delay, or any act or omission of the service provider from whom you acquire your existing DSL Service.

We will activate the Service by transferring you from your existing provider to engin. During the period of transfer, there may be a brief period when you will not be able to access either DSL service. We are not liable for any delay in the transfer process or if your transfer from that DSL service is rejected.

1.8 System Requirements

In order to operate the engin DSL Service, you will need to ascertain the compatibility of your computer with our service. The minimum requirements have been listed below.

- Windows 2000, Pentium Processor, 64MB RAM, 125MB free on HDD, Ethernet or USB Port
- Windows XP, Pentium 233 MHz Processor, 64 MB RAM, 500 MB free on HDD, Ethernet or USB Port
- MAC OS 10.0, 10.1, 10.2, 10.3, Power PC G3 Processor, 128 MB RAM, 500 MB free on HDD, Ethernet Port
- MAC OSX 10.4, Power PC G3 Processor, 256 MB RAM, 500 MB free on HDD, Ethernet Port

You may need additional hardware for a compatible setup.

1.9 Firewall and Security Devices

engin does not accept liability for any change, or consequence that may occur as a result of changes, to firewalls or other security devices, which may be required to use the Service

1.10 Impairment of Service

You acknowledge that you may not be able to use the Service if:

- Your local network or associated devices have not been set up correctly;
- The physical connections, including cabling and wiring to or in your residence have not been correctly provisioned, configured or set-up; or
- Your broadband connection has been disabled, disconnected or disrupted due to non-payment or for any other provision listed under this Agreement; or
- Your hardware or home network is infected by harmful software, Trojans or viruses

and you accept that engin is not liable in any way for the consequences of you not be able to use the Service for the above reasons.

1.11 Technical Support

We will provide technical support for hardware provided to you by us. If you supply some or all of the hardware, the hardware must be compatible with the engin Service. To check if your hardware is compatible with the Service, contact engin Customer Service on 1300 305 000 before your Installation date or when you order the Service.

We will endeavour to provide you as much technical assistance in setting up third party modem/routers and networks with the engin DSL Service, however no guarantees or assurances are made that engin technicians will be able to connect third party or 'Bring Your Own' hardware to the network.

We will offer full technical support for the VoIP aspect of any hardware dispatched by us. If that hardware has additional functionality, for example if the hardware is a Wireless Router, engin cannot guarantee support for the Wireless configuration. You accept this as a term of the Service.

If you choose to use third party modem/routers or configure your network with customised setups, we will provide support on a best endeavours basis, but may not always be able to provide technical assistance. In this instance we may refer you to the manufacturer of the hardware.

1.12 Usage Information

engin will provide you with categorised information regarding your Data Allowance for you to keep track of you usage, this is via the engin self care facility available at www.engin.com.au.

Only downloaded data will be counted towards your usage. Data is counted in Megabytes (MB), where 1000 Megabytes = 1 Gigabyte (GB).

Calls made using your engin VoIP service on an engin DSL Service do not count toward your data usage.

The engin DSL service is not to be licensed, assigned, leased or supplied to any other party

1.13 Peak and Off – Peak Data Allowance

Some engin DSL Services have designated intervals known as ‘Peak’ and ‘Off Peak’ data usage periods. ‘Peak’ time is when the DSL Network is at its most active and is between 08:00 am and midnight AEST/AEDT. ‘Off Peak’ time is when the network is less active and is between midnight and 08:00 am AEST/AEDT.

1.14 Throttling / Shaping of the DSL Service

Each engin DSL Service has a set usage allowance, which is dependent on the plan chosen. The engin DSL Service only counts downloads into the usage volume presented on engin self care, and as such, any shaping of the Service will be dependent on download volume.

If you reach your set download maximum, the service will be shaped to a speed of no less than 128kbps (for uploads and downloads) until the end of the monthly period associated with your Service, at which point it will be re-set to the maximum limit on your plan.

Your engin VoIP service is prioritised on the engin DSL network and will not be affected if your service is throttled.

Your access to the service will remain throttled until your next billing cycle. Should you upgrade to a higher plan, the data allowance used on the previous plan will transfer to the upgrade. In effect, your data allowance will be the difference between the data allowance of the upgraded plan and your previous plan.

You may purchase extra data (Afterburners), however you will need to purchase sufficient data so as to cover the exceeded data amount together with enough data to restore the speed of your service.

We will notify you by email to your nominated email address when your data usage has:

- exceeded 80% of your peak and off-peak data allowance; and
- exceeded 100% of your peak and off-peak data allowance and your access to the service has become speed limited.

1.15 Changing Tariffs

We may in our absolute discretion agree with you to change your Pricing Plan.

You are permitted you to change your Plan once a month. Your Pricing Plan will be changed as soon as practicable.

Your data allowance will be adjusted based on current usage and the new plan selected.

For Example:

If you are connected on a 4GB Broadband Plan and you have used 1GB and you wish to upgrade to the 14GB Broadband Plan mid bill cycle then your remaining allowance will be $14\text{GB} - 1\text{Gb} = 13\text{GB}$.

Plan downgrades incur a fee of \$40.00 if you are in a minimum term commitment. There is no charge for plan upgrades. To change Pricing Plans contact Customer Service on 1300 305 000.

The matters referred to in this paragraph may be agreed to verbally or in writing between you and engin and will be binding on you and us as at the date of the verbal or written agreement.

1.16 Forfeiture of Unused Data

You acknowledge that you will forfeit any unused data at the end of your monthly billing cycle. Your Data Allowance cannot be transferred or carried over to another billing month.

1.17 Service Relocation

If you move residence and the Service is available at your new address, and you wish to continue receiving the Service, you may be required to pay a relocation fee of \$75.00. Contact us to discuss your options in relation your Service before you re-locate.

To ensure a minimum duration of downtime, you must provide engin with at least 30 days notice when relocating.

If you move and the Service is not available at your new address, regardless of whether you wish to continue receiving the Service, you may be required to pay a disconnection fee, for example if you are in a fixed term agreement for your Service

1.18 Service Interruptions

From time to time necessary interruptions to the services may occur for reasons such as planned and unplanned maintenance and upgrades. The engin Network is dependent on third party networks over which we have no control. Certain features of the Service may not be available during upgrades, Ports or Churns made by us or our suppliers. Because the engin Network is dependent on the networks of other carriers, your Service may be subject to outages or faults that are not in our control. You acknowledge that engin will limit its liability to you regarding faults of this nature.

We will endeavour where possible to provide prior notice of Service Interruptions and will provide Service status updates on our website and/or phone system.

1.19 Miscellaneous Interruptions

Factors such as third party hardware and/or software together with factors related to your Broadband Internet connection may also cause interruptions to your engin DSL Service for which engin takes no responsibility.

engin will not be liable to provide the Service to you if it becomes impracticable to do so because of any cause beyond our reasonable control, including without limitation force majeure, civil disorder or war, national or local emergency, adverse weather conditions, industrial dispute or acts or omissions of other carriers or carriage service providers or any authority.

1.20 Theft of Service

You agree to notify engin immediately, in writing or by calling the engin Customer Service line on 1300 305 000, if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the theft or fraudulent use of the engin DSL Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you.

If you are responsible for theft of the Service, engin will take whatever course of action necessary to recover damages and lost income from you that engin is rightfully entitled to.

1.21 Acceptable Use

You must read and comply at all times with the [Acceptable Use Policy](#). This policy is designed to ensure that your use of the service does not break any laws, hinder the efficient operation of our network, interfere with the rights of other engin DSL customers, or interfere with the rights of Internet users in general.

You must not use the Service, attempt to use the Service or allow the Service to be used in any way:

1. Which results in you or engin breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct; or a voluntary code of conduct that you have agreed to comply with;
2. Which results or could result in damage to property or people, or injury to any person;
3. To harass, menace or stalk people;
4. Which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;
5. Which unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender or nationality;
6. To send, display or be otherwise involved in material, which is Obscene or defamatory;
7. Which is, or which would be considered by a reasonable person to be, offensive or abusive;
8. To engage in any misleading or deceptive business or marketing practice;
9. That involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;

10. Which infringes engin or any other person's rights (including intellectual property rights and moral rights);
11. Which constitutes a misuse of engin or any other person's confidential information;
12. Which results in a breach by you of any obligation that you owe to any person; and

Furthermore, you must not:

13. Resell, distribute or reproduce any part of the Service;
14. Use calling line identification or information derived from calling line identification except in accordance with the Privacy Act; or
15. Disclose to any person any Confidential Information, security number or password provided by us (including but not limited to your customer number, or personal identification number).

You must comply with the Acceptable Use Policy when using the service; ensure any username created by you for use with the service meets our specifications. We reserve the right to delete usernames that we consider offensive, defamatory, illegal or otherwise inappropriate without notice.

You must ensure that the software you use with the service is properly licensed.

engin is not responsible for any Internet content that may be obtained via the Service. You indemnify and shall keep engin indemnified against all claims, costs, loss, expenses or injuries arising in relation to your use of the Service or a breach of this clause.

Section Two – Billing and Charges

This part of this Agreement sets out the Billing Arrangement.

Details pertaining to the Plans are available in *Appendix A*. We reserve the right to withdraw or make changes to Plans at our discretion. Any Plan change that is detrimental to you will be communicated to you via email to your nominated email address at least 30 days before becoming effective. If you are in a minimum term agreement and we make a change that has more than a minor detrimental impact on you, you have rights available to you, refer to the SFOA: General Terms for details.

2.1 Basic Overview of Charges

The Charges include:

- Standard Connection fee (where applicable);
- A Monthly Service fee which we will charge you on your invoice issue date, monthly in advance;
- Charges for your use of each feature of the Service which engin will charge you monthly in arrears; and
- Miscellaneous charges (for example, disconnection or Afterburner charges if applicable) which we will also charge you monthly in arrears whenever you incur such charges, each of which are set out in the Description of Service Features and Charges and include GST but not any other government taxes, which you may also be required to pay.

2.2 Rounding

The charges we bill you for may vary on your Invoice due to rounding.

2.3 Service Relocation

If the Service is available at your new address, and you wish to continue receiving the Service, we may charge you a Service relocation fee of \$75.00 to reconnect the Service at your new premises. In certain circumstances, you may not be able to relocate your Service and maintain your chosen Service type e.g. if you had NDSL at your original residence and relocate, you may only be able to take up ADSL through a spectrum sharing arrangement.

2.4 Incorrect Callout Fee

An Incorrect Callout Fee applies if a technician is organised to make a service call at your residence for a reported fault, and the fault is deemed to have been caused by factors or equipment unrelated to the engin Network or approved engin hardware. This fee will also apply if there is a fault with your Equipment, which is your responsibility to maintain. The Incorrect Callout Fee is up to \$220.

2.5 Order Reschedule

An Order Reschedule Fee applies if a technician visits your residence and is unable to carry out the necessary work because you, or an authorised person who is to be present on your behalf was not available to give the technician access to what they required to provision the Service.

This fee also applies if you contact engin less than 48 hours prior to the arranged Service Provisioning date and request to change the date.

The Order Reschedule Fee is \$100.

2.6 Pending Order Cancellation

A Pending Order Cancellation will fee will apply if you cancel your order within 48 hours of placing the order. Thereafter, the complete Disconnection Fee will be charged.

The Pending Order Cancellation Fee is \$55.00

2.7 Disconnection/Early Termination Fee

If you contracted to 'no minimum term contract' or a 'month to month' Service, you will not pay a disconnection fee.

When you agree to a 24 month minimum term contract for a DSL service we may provide you with certain benefits that include, but are not limited to a waiving of the standard setup fee and/or Hardware at no cost or at a subsidised price.

If you agree to a 24-month minimum term contract for a DSL Service and you cancel your Service before the expiration of the 24-month term, the maximum early termination fee payable is \$360.

This charge is pro-rated to the period you were connected to the service.

For example:

- if you agree to a minimum 24-month term and cancel the service in the first month, you will be liable for the maximum early termination fee of \$360.
- if you agree to a minimum 24-month term and cancel the service in the 12th month of the 24 month term, you will be liable for a pro rated early termination fee of \$195
- if you agree to a minimum 24-month term and cancel the service in the 18th month of the 24 month term, you will be liable for a pro rated early termination fee of \$105.

You must provide us with 30 days notice to disconnect your Service.

2.8 DSL Plan Change

If you downgrade your Service from a higher monthly access fee and you are in a minimum term agreement, you may be required to pay a downgrade fee of \$40.00.

Plan downgrades are limited to once monthly.

There is no charge for plan upgrades.

2.9 Afterburner

If you use all of you data in one month and your Service is throttled (speed limited) you can purchase an Afterburner. The additional data issued when you purchase an Afterburner must be used in bill cycle you purchased the Afterburner, all unused data is forfeited at the end of your bill cycle.

Afterburners are available for the engine BB Series Plans as well as the engine VoIP and PSTN Ignition plans.

	Data Issued	Price
engine BB Series Plan	1 GB Peak / 1 GB Off - Peak	\$5.00
engine BB Series Plan	2 GB Peak / 2 GB Off - Peak	\$10.00
engine BB Series Plan	3 GB Peak / 3 GB Off - Peak	\$15.00
engine VoIP Ignition Plan	2 GB Anytime	\$5.00
engine PSTN Ignition Plan	2 GB Anytime	\$5.00

Section Three – Miscellaneous

3.1 Assigning the Agreement to a Third Party.

engin may assign some or all of our rights under the Agreement (where those rights are assignable) to any person, and engin may perform any of its obligations under the Agreement by arranging for them to be performed by another person, including a supplier, while remaining responsible for the performance of the obligations.

You may also assign your rights under this Agreement (where those rights are assignable) so long as you have our permission to do so and the consumer to whom you are transferring the obligations provides satisfactory proof of identification, meets the eligibility criteria for the service, has an appropriate credit rating, and can access the Service at the location where they wish to acquire the Service.

3.2 No Trial Period

Due to the technical complexity and cost of connecting a DSL service, we do not offer a trial period for DSL Services.

Section Four – Suspension or Termination of the Service

Your Service may be suspended or terminated in accordance with the *Standard Form of Agreement: General Terms or DSL Service Description*, and every care will be taken to undertake these activities with due process. Although engin will endeavour to give as much notice as reasonably practicable, engin may be required to suspend the Service without notice.

4.1 Your Right to Cancel the Service

You may terminate this Agreement at any time by contacting us on 1300 305 000 between 9am - 6pm AEST Business Days and giving us 30 days notice.

We will invoice you for all charges incurred (including the Monthly Service fee) up to the time actual termination takes place. If you have purchased hardware at a discounted rate and agreed to a special arrangement, such as subsidization, you may be liable for the payment of the difference to the RRP (Recommended Retail Price) of the hardware.

If you cancel while within a minimum term contract, you will be charged the pro rata maximum cancellation fee associated with your Service.

If you have agreed to a minimum term and this term expires, your Service will continue on a month-to month basis. You are still required to give us 30 days notice to cancel or terminate your Service.

We can only accept a Service cancellation request by phone from the named account holder. We cannot accept cancellation requests via email, post or fax. This is because you need to confirm your identity by answering our security questions before we can process your cancellation request.

4.2 Termination as a Result of Porting

In the event that you have contracted with engin for the provision of an ADSL Service you may terminate this Agreement by Porting your engin Landline telephone number to another service provider at any point. If you port your Service away and you are within a minimum term agreement, you will be charged the pro rata maximum cancellation fee.

If you port your Landline telephone number and you have a DSL Service from engin through a Spectrum sharing arrangement, your DSL Service will be disconnected upon the completion of the port order, and you may be liable for a pro rata early termination fee.

We advise that you not do port your Landline telephone number from your existing service provider while you have a DSL Service with us.

4.3 Termination as a Result of Relocation

If you plan to move premises, in order to avoid unnecessary charges and to ensure any Service downtime is minimised, you must advise us 30 days prior to that relocation.

If there is no available access line at your new address, and you wish to continue receiving your engin DSL Service at the new premises, we may charge you a connection fee, but there will be no cancellation fee.

A new minimum term will commence, should you have previously been contracted to a minimum term, or you can pay a relocation fee.

If there is an access line available at your new address and you wish to continue to receive the engin DSL Service, we will cancel the service at your former residence and you may enter into a new minimum term agreement of equal value to the previous contracted term, or you may pay a relocation fee.

In the event that you move premises and we are unable to provision a Service at your new residence, you may still be able to connect a Landline Service at the new residence and through the process of spectrum sharing acquire an engin DSL Service. In these circumstances, a new minimum term will commence, should you have previously been contracted to a minimum term, or you can opt to pay a relocation fee. You will be advised, upon providing us with notice of your relocation whether we will be able to provide you with a DSL Service through a spectrum sharing arrangement.

If you move and the Service is not available at your new address, regardless of whether you wish to continue receiving the Service, you may be liable for an early termination fee.

Appendix A – Tariffs and Pricing

This part of this Agreement sets out the various Pricing Plans, and include the

- Monthly Service Fee;
- Standard charges;
- Irregular Charges

Details of current Pricing Plans are available at <http://www.engin.com.au>. We reserve the right to make changes to or close Pricing Plans at our discretion. Any Pricing Plan changes will be communicated to you via email to the customers nominated email address at least 30 days before becoming effective.

The availability of the DSL Service is subject to technical and geographical limitations. This means that certain Plans may not be available to you. In certain scenarios, you can only subscribe to an engin DSL Service through spectrum sharing, where you will need to maintain your existing Landline Service with your existing service provider. This means that you will be billed for your DSL Service by engin, and your Landline Service by your existing service provider.

Current Offerings

Residential Plans

The following Plans are designed for residential use.

Engin MyChoice series plans

ADSL 2+ MyChoice series:

Plan Name	Monthly recurring Service Fee	Data quota Peak (GB)	Data quota off-peak (GB)	Total (GB)	VoIP plan included
MyChoice Lite	\$54.95	7	7	14	National
MyChoice Standard	\$64.95	20	20	40	National
MyChoice Ultra	\$74.94	40	40	80	National
MyChoice Premium	\$84.95	60	60	120	National
MyChoice Extreme	\$99.95	80	80	160	National

ADSL 1 MyChoice series:

Plan Name	Monthly recurring Service Fee	Data quota Peak (GB)	Data quota off-peak (GB)	Total (GB)	VoIP plan included
MyChoice Lite	\$49.95	7	7	14	National
MyChoice Standard	\$59.95	20	20	40	National
MyChoice Ultra	\$69.95	40	40	80	National
MyChoice Premium	\$49.95	60	60	120	National
MyChoice Extreme	\$95.95	80	80	160	National

Other:

Connection fees may apply – refer to our website for current pricing

MyChoice DSL plans come with a National VoIP plan included.

All ‘Included Calls’ or “Unlimited” calls are subject to the Fair Use Policy, available on the our website

Included VoIP and VoIP upgrade on My Choice series

For an additional monthly charge you can upgrade the VoIP plan associated with your MyChoice DSL series Plan

Upgrade to:	Additional Service fee (per month)	Local & National Calls	Mobile	International
engin National	Included by default with all MyChoice plans	Unlimited	22c per minute	From 1.9c per minute (refer to website for current pricing)
engin Home Plus	\$5.00	Unlimited	22c per minute	Unlimited to 8 countries and 20c untimed, anytime to another 13 countries. (refer to website for current pricing)
engin Mobile Plus	\$5.00	10c untimed, anytime	Included: First 200 calls or 400 minutes to mobiles 1(27c per minute after included calls)	From 1.9c per minute (refer to website for current pricing)
engin Max	\$15.00	Included: First 600 minutes to local, national, mobile and over 100 international destinations		
		15c untimed, anytime (after included calls)	27c per minute (after included calls)	From 1.9c per minute (after included calls) (refer to website for current pricing)
engin Unlimited	\$24.95	Unlimited	Unlimited	Unlimited to 15 countries (refer to website for current pricing)

All calls are charged in per minute increments. For example, if you are to make a call for 20 seconds, you will be charged for the whole minute. If you make a call for 63 seconds, you will be charged the equivalent of two minutes of talk time.

The Services are sold as a bundle and the bundle cannot be reverted to its individual components

International rates are available on the engen website and are subject to change without notice.

Refer to SFOA – VoIP Service Description for full terms and pricing of the VoIP Service

engin VoIP Ignition Series Plans

The engin VoIP Ignition Series Plans are inclusive of your DSL service as well as your VoIP Service. The services are sold as a bundle and the bundle cannot be reverted to its individual components.

The use of the VoIP component of the engin VoIP Ignition series plans is subject to the terms of the SFOA: VoIP Service Description.

All calls are charged in per minute increments. For example, if you are to make a call for 20 seconds, you will be charged for the whole minute. If you make a call for 63 seconds, you will be charged the equivalent of two minutes of talk time.

The DSL Service has no Peak or Off – Peak Periods.

‘Included Calls’ or ‘Unlimited’ calls are subject to engin’s Fair Use Policy, which is available on the engin website.

In return for the financial savings associated with the plan, customers will be requested to waive their protection and rights under the Customer Service Guarantee. For more information on the Customer Service Guarantee, read engin’s *SFOA: VoIP Service Description*.

ADSL 2+ VoIP Ignition Plans:

Plan name	Monthly recurring Service Fee	Anytime Data quota (GB)	Local & National Calls	Mobile calls
VoIP Ignition 69	\$69	80	Unlimited	22c/minute
VoIP Ignition 89	\$89	300	Unlimited	Unlimited
VoIP Ignition 109	\$109	400	Unlimited	Unlimited

ADSL 1 VoIP Ignition Plans:

Plan name	Monthly recurring Service Fee	Anytime Data quota (GB)	Local & National Calls	Mobile calls
VoIP Ignition 65	\$65	80	Unlimited	22c/minute
VoIP Ignition 89	\$89	300	Unlimited	Unlimited
VoIP Ignition 105	\$105	400	Unlimited	Unlimited

All VoIP Ignition plans include unlimited International landline calls to 8[^] countries and 20c untimed calls, anytime to 13 countries.

^ Unlimited and 20 cent calls are to standard international landlines only.

Unlimited landline countries include: Canada, France, Germany, Ireland, Netherlands, Spain (excludes Canary Islands), UK, and USA.

20 cent untimed call countries include China, Greece, Hong Kong, Israel, Italy, Malaysia, New Zealand, Norway, Portugal, Singapore, Sweden, Switzerland, and Taiwan.

Engin Landline Ignition Series Plans:

The engin Landline Ignition Series Plans are inclusive of your ADSL Service as well as your Landline connection. The services are sold as a bundle and the bundle cannot be reverted to its individual components.

All calls are charged in per minute increments. For example, if you are to make a call for 20 seconds, you will be charged for the whole minute. If you make a call for 63 seconds, you will be charged the equivalent of two minutes of talk time.

Flagfall is charged for certain types of calls.

The DSL Service has no Peak or Off – Peak Periods.

‘Included Calls’ or ‘Unlimited calls’ are subject to engin’s Fair Use Policy, which is available on the engin website.

In return for the financial savings associated with the plan, customers will be requested to waive their protection and rights under the Customer Service Guarantee. For more information on the Customer Service Guarantee, read engin’s *Terms and Conditions: Landline Service Description*.

ADSL 2+ (Coverage Area 1) Landline Ignition Plans:

Plan name	Monthly recurring Service Fee	Anytime Data quota (GB)	Local & National Calls	Mobile calls
Landline Ignition 49	\$49	10	Unlimited	35c / min 38c flagfall
Landline Ignition 69	\$69	50	Unlimited	35c / min 38c flagfall
Landline Ignition 79	\$79	200	Unlimited	35c / min 38c flagfall
Landline Ignition 99	\$99	500	Unlimited	Unlimited
Landline Ignition 119	\$119	600	Unlimited	Unlimited

ADSL 2+ (Coverage Area 2) Landline Ignition Plans:

Plan name	Monthly recurring Service Fee	Anytime Data quota (GB)	Local & National Calls	Mobile calls
Landline Ignition 79	\$79	10	Unlimited	35c / min 38c flagfall
Landline Ignition 89	\$89	50	Unlimited	35c / min 38c flagfall
Landline Ignition 99	\$99	200	Unlimited	35c / min 38c flagfal
Landline Ignition 129	\$129	400	Unlimited	Unlimited
Landline Ignition 149	\$149	600	Unlimited	Unlimited

Business Plans:

The following DSL plans are designed for small Business use. They do not include a VoIP or Landline connection and there are no included calls.

ADSL2+ and ADSL 1 Plans:

Plan name	Anytime Data quota (GB)	ADSL2+ monthly recurring service fee	ADSL 1 monthly recurring service fee
Business IP Starter	0 *	\$39.95	\$34.95
Business Lite	100	\$59.95	\$54.95
Business Standard	300	\$79.95	\$74.95
Business Ultimate	400	\$99.95	\$94.95
Business Premium	600	\$129.95	\$124.95

* The Business IP Starter plan is designed for use with an engin VoIP service only. Engin VoIP data is not counted in your data quota.

EFM:

Service	Speed	Voice Only	20GB	50GB	100GB	250GB
2-wire	Upto 1 Mbps	\$199	\$229	\$239	\$269	\$329
4-wire	Upto 10 Mbps	\$279	\$309	\$319	\$349	\$409
6-wire	Upto 10 Mbps	\$449	\$479	\$489	\$519	\$579
8-wire	Upto 10 Mbps	\$599	\$629	\$639	\$669	\$729

Depending on your geographical location and the technical requirements associated with your line, you may be required to maintain your PSTN connection with your existing provider. Accordingly, you will have a PSTN connection with your existing carriage service provider, and a DSL Service will be provisioned by engin on the same ULL. You will be invoiced by engin for your DSL Service and your existing provider for your PSTN Service.